

**EXHIBIT 1**  
**[REDACTED]**

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## SOFTWARE LICENSE AND SERVICES AGREEMENT

### Blaze Advisor

This Software License and Services Agreement (“**Agreement**”) is entered into as of June 29, 2006 (“**Effective Date**”) between Fair Isaac Corporation (“**Fair Isaac**”) and ACE American Insurance Company, (“**Client**”) and describes the terms and conditions under which Fair Isaac shall provide to Client the Blaze Advisor products and related services described below.

#### 1. Definitions

The following terms, as used in this Agreement with initial capital letters, in the singular or the plural, will have the meanings set forth below. Other terms may be defined in context within this Agreement:

“**Affiliate**” means, with respect to ACE American Insurance Company, another entity controlled by, controlling or under common control with ACE American Insurance Company, where “control” means the ownership of more than 50% of the aggregate of all voting interests (representing the right to vote for the election of directors or other managing authority) in an entity. Such other entity is an Affiliate only during the period that such “control” exists. Notwithstanding the foregoing, Affiliates shall also be deemed to mean those entities in which Client maintains at least twenty percent (20%) voting interest and control through contract. Such other entities shall be an Affiliate only during the period that such voting interest and control exist.

“**Documentation**” means the *Blaze Advisor User Guide* provided in either HTML or PDF format and all versions thereof provided by Fair Isaac during the Term.

“**Fair Isaac Products**” means the Blaze Advisor products listed in Section 1 of Exhibit A including new versions, releases, and patches or any other maintenance-related modification or update provided to Client pursuant to Exhibit B. The Blaze Advisor Development product allows a developer to utilize design and testing tools and to run a non-production deployment environment for testing use only. The Blaze Advisor Deployment product consists of the Blaze Advisor Rule Server and Engine and allows the software to be run on a system handling production-level processing.

“**Seat**” means an installation of the Blaze Advisor Development product on a single personal computer or workstation.

“**Services**” means the Maintenance Services and Other Services as further described in Section 4 below.

“**Territory**” with respect to where the Fair Isaac Products are installed, means the United States of America, the United Kingdom, subject to export regulations set forth in Sections 10.13 and 10.14, and as otherwise agreed to in writing by the parties, such agreement shall not be unreasonably withheld. If the parties agree to expand the Territory of this license, and there is no expanded use of the Fair Isaac Products, then no additional license fee shall be due.

#### 2. License Grant

2.1 License Grant to Fair Isaac Product. Subject to the terms, conditions and limitations of this Agreement, Fair Isaac hereby grants to Client a non-exclusive, non-transferable (except as specified in Section 10.8), limited license to install and use the Fair Isaac Products within the Territory, and use and access the Fair Isaac Products from any location during the Term for its internal business purposes and the internal business purposes of the Affiliates as outlined in Section 2.3, and subject to the additional limitations set forth below and/or listed in Exhibit A.

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(a) Seat/CPU License. If the “Scope/Quantity” of the license for any Fair Isaac Product is designated in Exhibit A as limited to a specified number of “Seats” or “CPUs”, then Client’s use of such Fair Isaac Product shall not exceed the number of Seats or CPUs, as applicable, that are set forth in Exhibit A for such Fair Isaac Product.

(b) Named Application License. If the “Scope/Quantity” of the license for any Fair Isaac Product is designated in Exhibit A as “Named Application”, then, subject to any “Seat” or “CPU” limitation that may also apply, Client may use such Fair Isaac Product only in connection with the particular Named Application of Client that is defined in Exhibit A and all successor applications of such Named Application that perform similar function(s) as the original Named Application. Under no circumstances may Client use such Fair Isaac Products on a stand-alone basis or in connection with any other application.

2.2 License to Documentation. Subject to the terms, conditions, and limitations of this Agreement, Fair Isaac grants to Client a non-exclusive, non-transferable (except as specified in Section 10.8), limited license to use the Documentation during the Term for its internal business purposes, but only within the Territory, and only in accordance with Client’s license grant of the applicable Fair Isaac Product. Client shall not have the right to modify the Documentation, combine the Documentation with other works, or create derivative works from the Documentation without Fair Isaac’s written permission. In the event that Fair Isaac does give permission, such modifications, combinations, or derivatives which include the Documentation shall become Fair Isaac’s intellectual property and be used only in support of Client’s permitted use of the Fair Isaac Product.

2.3 License for Affiliates. Subject to the terms, conditions, and limitations of this Agreement, Client shall be allowed to grant access to and provide and allow the same use of the Fair Isaac Products to its Affiliates under Sections 2.1(a) and 2.2. Client shall be liable for Affiliates’ use of the Fair Isaac Products and Affiliates’ compliance with the terms, conditions, and limitations of this Agreement.

2.4 Use of Fair Isaac Products by Third Party Consultants. Client may permit its third party consultants to use the Fair Isaac Products described in Exhibit A, provided that such use: (i) is solely for the internal business purposes of Client or its Affiliates and is permitted only to the extent necessary for such consultants to perform consulting services for Client or its Affiliates; and (ii) otherwise complies with the terms and conditions of the Agreement. Client shall cause all such consultants to comply with the terms and conditions of the Agreement and shall be and remain liable to Fair Isaac for all acts and omissions of such consultants in violation of the terms and conditions of the Agreement.

### 3. Rights and Restrictions

3.1 License Restrictions. Client shall not: (i) use the Fair Isaac Products or Documentation for any purpose other than the internal business operations of Client and, the internal business purposes of the Affiliates as outlined in Section 2.3 or in any other manner that exceeds the scope of any license granted under this Agreement or that otherwise constitutes a breach of this Agreement; (ii) alter, change, modify, adapt, translate or make derivative works of the Fair Isaac Products; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to reduce the object code of any Fair Isaac Products to human perceivable form or permit others to do so; (iv) disclose the Fair Isaac Products to, or permit the use or access of the Fair Isaac Products by, any third party or by any individuals other than the employees of Client or those contractors of Client who are performing services for Client pursuant to Section 2.4; (v) assign, sublicense, lease, transfer or distribute the Fair Isaac Products, or operate any Fair Isaac Product for timesharing, rental, outsourcing, or service bureau operations (or otherwise for the benefit of any party other than Client), or train persons other than permitted users; (vi) disclose or publish performance

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benchmark results for any Fair Isaac Product without Fair Isaac's prior written consent; or (vii) (if applicable) use any provided third party software except as solely in conjunction with the Fair Isaac Product.

3.2 Reservation Of Rights Not Granted. Fair Isaac reserves all rights not expressly granted to Client under this Agreement. Without limiting the foregoing, Fair Isaac retains and reserves sole and exclusive worldwide right, title and interest in and to the Fair Isaac Products, Documentation, any custom code developed in whole or part by Fair Isaac (if applicable), and any other Fair Isaac software or materials, and in all patents, trademarks, copyrights, trade secrets, and all other intellectual property and proprietary rights therein, and any Fair Isaac know-how related thereto, subject to only the limited, non-exclusive, license rights granted herein. Nothing in this Agreement shall limit in any way Fair Isaac's right to develop, use, license, create derivative works of, or otherwise exploit Fair Isaac intellectual property or to permit third parties to do so.

3.3 Permission for Back-Up Copy. Client may reproduce the object code of the Fair Isaac Product and the Documentation for the purposes of exercising the license rights granted under this Agreement for use on a backup CPU in the event of a malfunction that renders the primary CPU inoperable. This license shall only be effective for the period of such inoperability or the expiration or termination of the primary license to the Fair Isaac Product, whichever first occurs.

3.4 Notice Reproduction. To the extent Client is provided reproduction rights, Client must reproduce on each copy of the Fair Isaac Product and Documentation any copyright, patent, or trademark notice, and any other proprietary legends that were provided in the originals.

3.5 Verification and Audit Rights. On Fair Isaac's written request, Client shall provide to Fair Isaac a written certification executed by an authorized officer of Client that provides the following information: (i) verification that the Fair Isaac Products are being used in accordance with the provisions of this Agreement; (ii) list of the locations at which the Fair Isaac Products are or have been operated during the preceding twelve (12) month period; and (iii) the number of Seats, CPU's and/or applications accessing or utilizing the Fair Isaac Products (as applicable). Upon not less than ten (10) days prior written notice to Client, Fair Isaac may, at its expense, audit Client's use of the Fair Isaac Products. Any such audit shall be conducted during regular business hours at Client's facilities and shall interfere as little as reasonably possible with Client's business activities. Audits shall be conducted no more than twice annually. If Client is discovered to be using materially more licenses than the number of licenses Client has purchased, or in the event Fair Isaac learns that Client has materially breached this Agreement as determined by such audit, then Client shall bear the expense of such audit.

#### 4. Services

4.1 Maintenance Services. Subject to the payment of the applicable Maintenance Fees described in Exhibit A, Fair Isaac shall provide Client with the Maintenance Services described in Exhibit B.

4.2 Other Services. From time to time, Fair Isaac may provide Client with professional services related to the Fair Isaac Product as mutually agreed between the parties ("**Other Services**"). Such Other Services shall be performed only upon the execution of a Statement of Work which references this Agreement, and which shall describe the services to be performed, the deliverables to be provided, and the fees to be paid by Client. Fair Isaac has agreed to perform the initial Other Services set forth in the Statement of Work attached hereto as Exhibit C, and such Statement of Work shall be deemed executed by virtue of the execution of this Agreement.

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4.3 Use of Client Data. In the event that a Statement of Work expressly specifies that Fair Isaac needs to access Client's data to perform the Services, the following provisions shall apply: If Client provides personally identifiable consumer data, Client authorizes Fair Isaac to perform services to de-identify such data. Client may elect to transmit any such records to Fair Isaac with the identification fields deleted so long as a match key exists on all data files provided to Fair Isaac. All such information shall be transmitted to Fair Isaac in certifiably depersonalized format if necessary to comply with applicable governmental authorities' laws and regulations. Fair Isaac shall only process personal data of Client's customers for the purposes of performing the Services. Client represents and warrants to Fair Isaac, to any person claiming through Fair Isaac, but to no other person, that it (i) has sufficient ownership rights in the data Client shall provide to Fair Isaac to hold said data, deliver it to Fair Isaac, cause the Services to be rendered with respect to it for the purposes set forth in the Agreement, receive the processed data from Fair Isaac, and make its intended use of the data; and (ii) has obtained from individuals all consents and has provided all notices necessary with respect to the intended disclosure and use(s) of the data Client shall provide to Fair Isaac, that are required under applicable laws. Client shall indemnify and hold Fair Isaac harmless from and against any and all losses, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by Fair Isaac arising from or in connection with a breach of these representations and warranties; provided, however, that Client shall have no obligations for any claim unless: (a) Fair Isaac provides to Client prompt notice of such claim; (b) Fair Isaac tenders sole control of the defense and settlement of such claim to Client; and (c) Fair Isaac provides all reasonable cooperation in connection with such defense and settlement, at Client's expense.

4.4 Client's Cooperation. In order for Fair Isaac to provide Other Services and for Client to receive the full benefit of the Other Services each party must provide the other party with full, good faith cooperation and access to such information as may be required by the other party in order to render the Other Services and receive the Other Services, including but not limited to, and solely to the extent expressly specified in an applicable Statement of Work providing correct, accurate and complete data, office accommodations, facilities, equipment, and security access; personnel assistance as may be reasonably requested by Fair Isaac or Client from time to time; cooperation with the other party, making decisions and communicating information in a timely manner to enable Fair Isaac to provide the Services in accordance with this Agreement and Client to receive the Other Services ("**Cooperation**").

4.5 Changes in Services. Client may request a modification to Other Services upon ten (10) business days written notice to Fair Isaac specifying the desired modification(s) with the same degree of specificity as in the original specifications. If Fair Isaac agrees to perform such modifications, it will notify Client of its decision within ten (10) business days following receipt of such notice and will submit to Client an estimate of the time and cost to effect such modifications (the "**Estimate**"). The performance of any modified services by Fair Isaac shall be governed by the terms and conditions of this Agreement. Whether or not Client accepts the Estimate, Client will pay Fair Isaac for reasonable costs incurred by Fair Isaac in investigating and preparing such Estimate, provided payment of such costs have been agreed to in writing in advance by Client.

4.6 Performance of Similar Work. Subject to obligations of confidentiality under this Agreement, Fair Isaac shall continue to be free to perform identical services for other customers, including competitors of Client, using the knowledge, skills and experience gained through this Agreement.

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## 5. Warranties and Limitation of Liability

5.1 Conformity to Specifications. Fair Isaac warrants that the Fair Isaac Product will conform in all material respects to its Documentation for a period of thirty (30) days from the initial date of delivery. Fair Isaac will, at its own expense and as its sole obligation, and Client's exclusive remedy, for any breach of this warranty, correct any reproducible error in the Fair Isaac Product reported to Fair Isaac by Client in writing (along with all information available to Client that is relevant to verifying, diagnosing, or correcting the error) or replace the Fair Isaac Product during the warranty period. If Fair Isaac is unable to repair or replace the Fair Isaac Product, due to no fault of Client, then Client shall have the right to terminate this Agreement and Fair Isaac shall refund to Client the license fee paid for such Fair Isaac Product based on a sixty (60) month amortization schedule from the Effective Date.

5.2 Warranty for Professional Services. Fair Isaac warrants that it will perform the Other Services described in Section 4.2 in a professional and workmanlike manner. Client's sole remedy and Fair Isaac's sole obligation pursuant to this warranty shall be for Client to notify Fair Isaac in writing of any alleged warranty defect within 30 days after the defective services were performed, and Fair Isaac shall correct the defects promptly.

5.3 WARRANTY DISCLAIMER. Fair Isaac does not warrant that the Fair Isaac Product, Documentation or Services will (i) meet Client's requirements, (ii) operate in combination with hardware, software, systems or data not expressly specified in writing by Fair Isaac, (iii) meet any performance level, resource utilization, response time, or system overhead requirements, or (iv) operate uninterrupted, free of errors, or without delay. Fair Isaac is not responsible for problems caused by: (a) use of the Fair Isaac Products outside the scope of this Agreement or the Documentation; (b) modification, alteration or changes to the Fair Isaac Products (or any tangible copy thereof) not made by Fair Isaac; (c) changes in, or modifications to, the operating characteristics of the Client's system or any component thereof that is inconsistent with the requirements of the Documentation; (d) use of the Fair Isaac Products with hardware or software that is not represented in the Documentation as interoperable with the Fair Isaac Products; or (e) accident, physical, electrical or magnetic stress, unauthorized alterations, failure of electric power, environmental controls, or causes other than ordinary use. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 5, FAIR ISAAC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF ANY PRODUCTS, SERVICES, AND DELIVERABLES PROVIDED BY FAIR ISAAC UNDER THIS AGREEMENT AND FOR ANY LIABILITY ARISING OUT OF DATA OR CONTENT SUPPLIED BY CLIENT.

5.4 LIMITATION OF LIABILITY. EXCEPT FOR (i) EITHER PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN ARTICLE 10; (ii) CLIENT'S BREACH OF FAIR ISAAC'S INTELLECTUAL PROPERTY RIGHTS; OR (iii) FAIR ISAAC'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 6, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY THEORY OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, PROFIT OR SAVINGS) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY FAIR ISAAC PRODUCT OR SERVICE, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. WITHOUT LIMITING THE FOREGOING, EXCEPT FOR LIABILITIES ARISING FROM (i) EITHER PARTY'S BREACH OF

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THE CONFIDENTIALITY OBLIGATIONS IN ARTICLE 10; (ii) CLIENT'S BREACH OF FAIR ISAAC'S INTELLECTUAL PROPERTY RIGHTS; OR (iii) FAIR ISAAC'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 6, WITH RESPECT TO EACH PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THE FAIR ISAAC PRODUCTS PROVIDED UNDER THIS AGREEMENT, UNDER ANY AND ALL THEORIES OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT (EXCLUDING REIMBURSED EXPENSES) WITH RESPECT TO FAIR ISAAC, OR PAID AND PAYABLE WITH RESPECT TO CLIENT FOR THE APPLICABLE FAIR ISAAC PRODUCT AND WITH RESPECT TO EACH PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT, UNDER ANY AND ALL THEORIES OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT (EXCLUDING REIMBURSED EXPENSES) WITH RESPECT TO FAIR ISAAC, OR PAID AND PAYABLE WITH RESPECT TO CLIENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM THAT GAVE RISE TO SUCH LIABILITY.

## 6. Indemnification

6.1 Intellectual Property Indemnification. Fair Isaac will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that the Fair Isaac Product infringes any patent or copyright, or misappropriates any trade secret or other intellectual property right, and Fair Isaac will pay as incurred those costs and damages (including reasonable attorneys' fees) awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

6.2 Conditions. Fair Isaac's indemnification obligations under this Article are conditioned upon: (a) Client notifying Fair Isaac promptly in writing of such action; (b) Client giving Fair Isaac sole control of the defense thereof and any related settlement negotiations; and (c) Client cooperating (at Fair Isaac's sole cost and expense) with Fair Isaac in such defense (including without limitation, by making available to Fair Isaac all documents and information in Client's possession or control that are relevant to the infringement or misappropriation claims, and by making Client's personnel available to testify or consult with Fair Isaac or its attorneys in connection with such defense).

6.3 Fair Isaac's Options. If the Fair Isaac Product becomes, or in Fair Isaac's opinion is likely to become, the subject of an infringement or misappropriation claim, Fair Isaac may, at its option and expense, either: (a) procure for the Client the right to continue to exercise the Fair Isaac Product license; (b) replace or modify the Fair Isaac Product so that it becomes non-infringing; or (c) if neither option (a) or (b) is available, terminate Client's license for the Fair Isaac Product concerned.

6.4 Exclusions. Notwithstanding the foregoing, Fair Isaac will have no obligation with respect to any infringement or misappropriation claim based upon: (a) any violation of the terms of Client's license or any license restrictions, or for use of the Fair Isaac Product for any purpose not intended by Fair Isaac; (b) any combination or use of the Fair Isaac Product with other products, equipment, software, or data not supplied or approved in writing by Fair Isaac; (c) any modification of the Fair Isaac Product pursuant to specifications required by client or any modification made by any entity other than Fair Isaac; or (d) any claim of infringement or misappropriation that would have been avoided had Client upgraded to a new version or release of the Fair Isaac Product.

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6.5 **ENTIRE LIABILITY.** THIS ARTICLE STATES FAIR ISAAC'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND ALL INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS

## 7. Confidential Information

7.1 **Confidential Information.** A party receiving Confidential Information under the Agreement is referred to as "**Recipient**," and a party disclosing Confidential Information is referred to as "**Discloser**." For the purposes of the Agreement, "**Confidential Information**" is described as follows and shall include any information which relates to: the financial and/or business operations of the Discloser, including, but not limited to, marketing and product plans, ideas, concepts, business plans, financial condition, employees, inventions, algorithms, decision technology and/or models, processes, designs, specifications, drawings, samples, improvements, developments, applications, engineering, manufacturing and marketing data and plans, software code (object and source), functionality, security procedures and approaches, know-how, customer names and information, experimental work, distribution arrangements and trade secrets, and/or ideas, and any information that is the subject of data privacy laws. Such Confidential Information may be produced in a variety of forms, including but not limited to: any and all verbal, electronic, and/or written communications (whether in the form of slides, handouts, letters, memoranda, agreements, facsimile transmissions, meetings, conference and other telephone calls, diskettes, files, tapes, and/or any other mode) and/or related concepts, proposals, data sources, pricing, schedules, development efforts (including source code, object code and/or documentation), numerical data processing algorithms, product and software design specifications. The Fair Isaac Products, Documentation and related materials shall be deemed the Confidential Information of Fair Isaac.

7.2 **Purpose for Disclosure.** Recipient may use Confidential Information of the Discloser only for the purposes of exercising its rights and fulfilling its obligations under the Agreement.

7.3 **Limitations on Disclosure and Use.** Recipient agrees to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure or use of Discloser's Confidential Information as it uses to protect its own Confidential Information. Recipient agrees to disclose Confidential Information only to its employees and those contractors who are performing services for Client and who are bound by confidentiality obligations at least as strict as those outlined herein who have a need to know for the above stated purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of the Agreement. Recipient shall not remove any proprietary notices of Discloser from Discloser's Confidential Information. During the course of the Agreement, the Recipient may from time to time provide the Discloser with comments, suggestions or other input regarding the Discloser's Confidential Information. The Recipient agrees that the Discloser has an unrestricted, worldwide, royalty-free right to use such comments, suggestions, or other input for any purpose and in any manner, and to authorize others to do so.

7.4 **Exclusions.** Recipient shall have no obligation under the Agreement as to Confidential Information of Discloser which: (a) is known to Recipient at the time of disclosure; (b) is independently developed by Recipient without reference to or use of the Discloser's Confidential Information; (c) is obtained by Recipient without restriction on disclosure or use from another source without a breach of any obligation of confidentiality owed by such source to Discloser; or (d) is or becomes part of the public domain through no wrongful act of Recipient or any party that obtained the information from Recipient. If Recipient is served with any subpoena or other legal process or a court or governmental request or order requiring or purporting to require the disclosure of any of Discloser's Confidential Information, Recipient shall, unless prohibited by law, promptly notify Discloser of such fact and cooperate fully (at Discloser's expense) with the Discloser and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing any such legal process, request, or order to the extent deemed appropriate by the Discloser.

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7.5 Injunctive Relief. The parties acknowledge that the remedies at law for breach of any covenant relating to the protection of Confidential Information may be inadequate, and each party shall be entitled to seek injunctive relief for any breach of the provisions of the Agreement relating to the protection of its Confidential Information or intellectual property rights. Nothing contained in this Section shall be construed as limiting the parties' rights to any other remedies at law, including the recovery of damages for breach of the Agreement.

## 8. Payment Terms

8.1 Invoices and Payment. Client shall pay the fees and charges set forth in Exhibit A. All fees, charges, and expenses invoiced under this Agreement will be due and payable by Client in United States Dollars within thirty (30) days of Client's receipt of a proper and correct invoice. Each unpaid invoice shall bear a late charge of 1.5% per month, or the maximum rate permitted by law, whichever is less. In addition to all other remedies available at law or in equity, if any payment is not received by Fair Isaac within thirty (30) days from the date of the invoice, Fair Isaac shall have the right to terminate the pertinent product license or service after giving Client written notice and thirty (30) days to cure. Client shall reimburse Fair Isaac for all costs related to any proceedings to collect any past-due amounts that result in a judgment that Client pay a past due amount, including without limitation all attorneys' fees and expenses. Except as otherwise expressly provided in this Agreement, no refunds are available.

8.2 Expenses. Prices do not include reasonable travel and associated out-of-pocket expenses incurred by Fair Isaac, which, unless otherwise provided in the Statement of Work, are billed to Client at cost. Client agrees to reimburse Fair Isaac for all such travel-related expenses Fair Isaac incurs in connection with this Agreement.

8.3 Taxes and other Charges. Client shall be solely responsible for, and shall pay or reimburse Fair Isaac for, all Taxes. "Taxes" means all present and future taxes, duties, import deposits, assessments, and other governmental charges (and any related penalties and interest), however designated, that are now or hereafter imposed by or under any governmental authority or agency that are: (i) associated with the performance by Fair Isaac of its obligations hereunder; (ii) associated with the payment of any amount by Client to Fair Isaac pursuant to this Agreement; (iii) based on the license or use of any Fair Isaac Product; or (iv) associated with the importation of any Fair Isaac Product into any country other than the United States, excepting only taxes imposed on Fair Isaac's net income by the United States and each state thereof (and their political subdivisions). To the extent Client is required to withhold income taxes on any payment made to Fair Isaac pursuant to applicable tax law, Client may withhold such tax to the extent such tax (a) does not exceed the appropriate withholding amount applicable under relevant tax treaties and (b) qualifies as a creditable foreign tax by the United States government. Client agrees to send the appropriate certified tax receipt to Fair Isaac promptly upon payment of such tax. If a certified tax receipt issued by the taxing authority evidencing such payment and suitable for Fair Isaac to obtain a tax credit in the United States is not received by Fair Isaac within thirty (30) days after the date of the invoice, Client will be responsible for paying the full invoice amount.

8.4 Mode of Payment. Client agrees to remit all payments due to Fair Isaac in accordance with the instructions provided in the invoice or other instructions provided by Fair Isaac.

## 9. Term

9.1 Term. Unless earlier terminated, this Agreement and the license(s) granted hereunder shall commence upon the Effective Date and shall continue in full force in perpetuity, or, if applicable, for the duration of the applicable license term set forth in Exhibit A if such term is not perpetual ("Term").

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9.2 Events of Termination. This Agreement may be terminated upon the occurrence of any of the following events:

- (a) Uncured Breach. Either party may terminate this Agreement for a breach by the other party of any of the material terms of this Agreement, or numerous breaches of duties or obligations hereunder that cumulatively constitute a material breach if the breaching party fails to cure the breach(es) within 30 days from receipt of written notice from the non-breaching party identifying the breach(es) and requiring them to be remedied.
- (b) Insolvency. Either party may terminate this Agreement if the other party ceases to conduct business in the ordinary course or is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or a receiver is appointed, or any proceeding is demanded by, for or against the other party under any provision of bankruptcy or insolvency legislation.
- (c) Violation of License or Confidentiality Obligations. Fair Isaac may immediately terminate this Agreement, without a requirement for prior notice or a cure period, if Client violates any terms of the licenses granted in this Agreement. Either party may immediately terminate this Agreement by written notice to the other party if the other party materially breaches any of the provisions of this Agreement relating to the protection of Confidential Information or Intellectual Property.

9.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, all licenses granted hereunder shall terminate immediately, all support and maintenance obligations shall cease, Client shall immediately cease using all Fair Isaac Product(s) and related documentation (including all intellectual property arising from or related to the foregoing), shall remove all copies of the Fair Isaac Product(s) and related documentation from Client's computers and systems, and shall either (i) destroy all copies of the Fair Isaac Product(s), related documentation, and other Fair Isaac Confidential Information and intellectual property in Client's possession; or (ii) return to Fair Isaac all copies of the Fair Isaac Product(s), related documentation, and other Fair Isaac Confidential Information and intellectual property in Client's possession. Client shall provide to Fair Isaac a written certification signed by an authorized officer of Client certifying that Client has complied with the foregoing. Upon termination of this Agreement, all fees and other charges provided for hereunder will become immediately due and payable to Fair Isaac, and Client shall immediately remit all unpaid fees to Fair Isaac.

9.4 Survival. Rights to payment and the following rights and obligations under this Agreement will survive any termination or expiration of this Agreement: Article 1 (Definitions), Section 3.1 (License Restrictions), Section 3.2 (Reservation of Rights Not Granted), Section 5.3 (Warranty Disclaimer), Section 5.4 (Limitation of Liability), Article 7 (Confidential Information), Section 9.3 (Effect of Termination), Section 9.4 (Survival), and Article 10 (Provisions of General Applicability).

## 10. Provisions of General Applicability

10.1 Relationship of the Parties. Fair Isaac and Client are independent contractors and will have no power to bind the other party or to create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed as creating any partnership, joint venture, agency, or any other form of legal association that would impose liability upon one party for the act or failure to act of the other party.

10.2 Counterparts. This Agreement may be executed in counterparts, which taken together shall constitute one single agreement between the parties.

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10.3 Section Headings. The section and subsection headings used herein are for reference and convenience only, and will not enter into the interpretation hereof.

10.4 No Waiver. No delay or omission by either party to exercise any right or power with respect to any of the terms or conditions of this Agreement will impair any right or power or be construed to be a waiver thereof. A waiver by either party of any of the terms and conditions of this Agreement will not be construed to be a waiver of any other term or condition of this Agreement. No waiver of any rights of a party under this Agreement will be effective unless set forth in a writing signed by such party.

10.5 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous proposals and all other oral or written understandings, representations, conditions, and other communications between the parties relating to such subject matter, as well as the terms of all existing or future purchase orders and acknowledgments. Each party represents and warrants to the other party that in entering into this Agreement it has not relied on any representations, promises, or assurances from another party or any employee, officer, director, representative, attorney, or affiliate of another party not expressly contained in this Agreement. Any other terms or conditions or amendments shall not be incorporated herein or be binding upon any party unless expressly agreed to in a writing signed by authorized representatives of Client and Fair Isaac.

10.6 Construction; Severability. This Agreement will not be more strongly construed against either Party, regardless of who is more responsible for its preparation. If any provision of this Agreement is held to be unlawful or invalid under applicable law, then such provision will be ineffective only to the extent of such illegality or invalidity, without invalidating the remainder of such provision or any of the remaining provisions of this Agreement.

10.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the New York, without regard to principles of conflicts of law or international law, including without limitation the 1980 United Nations Convention on Contracts for the International Sale of Goods, as revised.

10.8 No Assignment. Neither party shall, without the prior written consent of the other party, assign or transfer this Agreement, or any part thereof. In the event of a change of control of Client, or if Client is merged with, acquired by or acquires another entity, or undergoes a reorganization or otherwise acquires the right to process the business of another entity, each such event shall be deemed to be an assignment subject to this section, and Client shall make no expanded use of the Fair Isaac Products as a result of any such event unless and until Fair Isaac provides such written consent. Any attempt to assign or transfer all or any part of this Agreement without first obtaining such written consent will be void and of no force or effect. Notwithstanding the foregoing, Fair Isaac may perform any or all of its obligations through any subsidiary or affiliated company, and either party may assign this Agreement by merger, reorganization, consolidation, or sale of all or substantially all its assets; provided, however, that no expanded use of the Fair Isaac Products shall be allowed.

10.9 Force Majeure. Notwithstanding anything to the contrary herein, Fair Isaac shall not be deemed to be in default of any provision of this Agreement or be liable to Client or to any third party for any delay, error, failure in performance or interruption of performance due to any unforeseeable act of God, terrorism, war, insurrection, riot, boycott, strike, interruption of power service, interruption of communications service, labor or civil disturbance, act of any other person not under the control or direction of either party or other similar cause. Fair Isaac shall give Client reasonable written notification of any material or indefinite delay due to such causes.

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10.10 Press Releases; Publicity. Fair Isaac may, after execution of this Agreement, provide to Client a draft press including only factual information regarding the relationship between Fair Isaac and Client. Client will review such draft press release and provide feedback to Fair Isaac regarding the same. Client may, in Client's sole discretion, provide to Fair Isaac written consent for Fair Isaac to issue such draft press release. Fair Isaac shall not, without the prior written consent of Client, issue such draft press release, or any other press release in any form relating to this Agreement, the relationship between Fair Isaac and Client or any other matter relating to Client. The parties may issue additional press releases or publicity from time to time as mutually agreed by the parties. All press releases or other publicity sought to be issued by either or both parties pursuant to this section must, prior to release, be reviewed and approved in writing by each party, which approval may not be unreasonably withheld or be delayed. Subject to Client's prior written consent (which must not be unreasonably or arbitrarily withheld), Fair Isaac may include Client's name in its marketing and promotional materials regarding the availability of any of its products or services to other clients.

10.11 Notices. Any notices required to be given by one party to the other under the Agreement must be in writing, must reference the Fair Isaac Legal Request (LR) number set forth above, and must be sent to the recipient's address or facsimile number for notices set forth on the page of this Agreement titled "Instructions and Contact Information." Such notices will be deemed given upon the earlier of (i) actual delivery, whether personally, by a recognized international overnight delivery carrier, or by facsimile (provided that the facsimile notice is promptly confirmed in writing using another method for giving notice provided in this section), or (ii) five business days after being mailed by certified or registered mail, first class, postage prepaid.. The date a notice sent by facsimile is deemed to have been given will be the date of actual receipt, but no faxed notice will be effective unless promptly confirmed in writing as set forth above. Either party may change its address or facsimile number for notices at any time by giving notice to the other party.

10.12 No Third Party Beneficiaries. Nothing in the Agreement is to be deemed to create any right or benefit in any person not a party to this Agreement.

10.13 Export and Import Licenses. Client shall be exclusively responsible for the procurement and renewal of all export or import licenses and any other approvals required under the laws and/or regulations of the United States and its agencies or any other country for the export or import of the Fair Isaac Products into any country. If Client fails to comply with the terms of this section, in addition to Fair Isaac's remedies at law and in equity, Fair Isaac may suspend performance of its obligations under the Agreement until such time as Client is in compliance.

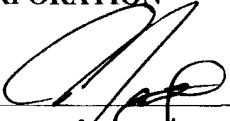
10.14 Export Assurance. Client shall not export or re-export, directly or indirectly, the Fair Isaac Products (or any commodity and/or technical data or a system incorporating such commodity and/or technical data acquired from Fair Isaac) without first obtaining the written approval of, or required export license (or determining that no approval or license is required to do so) from the United States Department of Commerce. If Client fails to comply with the terms of this Section, in addition to Fair Isaac's remedies at law and in equity, Fair Isaac may suspend performance of its obligations under the Agreement until such time as Client is in compliance.

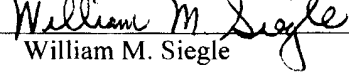
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IN WITNESS WHEREOF, Fair Isaac and Client have caused this Agreement to be signed in duplicate and delivered by their duly authorized representatives as of the Effective Date.

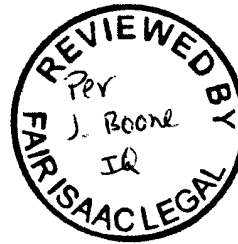
**FAIR ISAAC CORPORATION****ACE AMERICAN INSURANCE COMPANY**

By:   
 Name: Aaron Jaeger  
 Title: Manager  
Financial Planning & Analysis  
 Date Signed: 6-30-06

By:   
 Name: William M. Siegle  
 Title: Chief Information Officer  
 Date Signed: June 30, 2006

<b>Fair Isaac Use Only:</b>		Created: 19 April 2006
Short Name:	Client #:	Acct. Exec.:
OE Order #:	System #:	Royal Blue #:
Sales Approval:	Notes:	

Please complete the information on the following page.



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**INSTRUCTIONS AND CONTACT INFORMATION*****Instructions to Client:***

- Appropriate corporate officer should execute 2 copies of the document.*
- Complete all requested information below:*

**Addresses for Notices:**

	<b>For Client:</b>	<b>For Fair Isaac:</b>
<b>Address:</b>	510 Walnut Street WB 10H	Fair Isaac Corporation Attn: Contracts Administrator 3661 Valley Centre Drive San Diego, CA 92130 Reference FI LR # 28536
<b>City/State:</b>	Philadelphia, PA	
<b>Zip/Code:</b>	19106	Fax: 858-523-4450
<b>Country:</b>		
<b>Attention :</b>	Trish Marchesani	
<b>Fax:</b>	215-640-5490	

***Complete Information below if different from above:***

	<b>Return executed contract to Client at:</b>	<b>Send Software to:</b>	<b>Client's Billing Information:</b>
<b>Address:</b>	510 Walnut Street WB 10H	510 Walnut Street	510 Walnut Street
<b>City/State:</b>	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA
<b>Zip/Code:</b>	19106	19106	19106
<b>Attention :</b>	Trish Marchesani	Alfred Chiang	Bernard Ferry
<b>Phone:</b>	215-640-4720	215-640-4684	215-640-4839
<b>Fax (optional):</b>	215-640-5490	215-640-5535	215-640-5535
<b>Email (optional):</b>			

- Return 2 completed and executed copies to:***

Fair Isaac Corporation  
Attn: Contracts Administration  
3661 Valley Centre Drive  
San Diego, CA 92130

If time is of the essence, please fax to:

858-523-4450

Questions? Call 858-369-8259

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**EXHIBIT A**  
**PRICING AND PAYMENT**

**1. BLAZE ADVISOR LICENSE AND SUPPORT AND MAINTENANCE FEES**

Product	Item #	Initial Term (Perpetual or No. of Years)	Scope/Quantity	Price	Total
Blaze Advisor Development  Version: 6.1 Platform: .Net	280-DVLI-03	Perpetual	For use on up to 2 Seats		
Blaze Advisor Deployment  Version: 6.1 Platform: .Net	280-DPLI-03	Perpetual	For use on up to 2 CPUs solely in connection with the Named Application for an unlimited number of users		
Documentation for Blaze Advisor: <ul style="list-style-type: none"><li>User guide (available in HTML or PDF)</li></ul>	N/A	Perpetual	1 set		
Support and Maintenance Fee for Blaze Advisor Software:	280-OOMN-08	Initial Term: One year	1		
TOTAL LICENSE AND FIRST YEAR SUPPORT AND MAINTENANCE FEES – (US Dollars)					

**Definition of Named Application:** With respect to any license set forth above with a “Scope/Quantity” of “Named Application”, Client’s “Named Application” is defined as follows: The common rules, for which Blaze will be used for transformation and validation of transactions associated with the Client. The Named Application excludes any routing capabilities.

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## 2. TRAINING AND PROFESSIONAL SERVICES FEES

Product	Item #	Quantity	Price	Total
Professional Services:  Fair Isaac to provide the Services described in Exhibit C. Expenses will be billed separately	280- OOCN-02	40 hours (5 days) Maximum		
Training Classes:  Fair Isaac to provide the following classes: <ul style="list-style-type: none"><li>Blaze Advisor Fundamentals 4 day class</li></ul>	280- OOTR-06	Classes to be held at Fair Isaac's site. Price is per student for up to two (2) students		
TOTAL TRAINING AND PROFESSIONAL SERVICES FEES (US Dollars)				

## 3. PAYMENT

**3.1 License Fees.** Client agrees to pay the license fees described above upon execution of this Agreement.

**3.2 Maintenance Fees.** Client agrees to pay the support and maintenance fees for the first year upon execution of this Agreement, and annually thereafter in advance while the maintenance term is in effect. Client agrees that the maintenance fee set forth above covers only the licenses to the Fair Isaac Products set forth in this Agreement and does not cover any other licenses to the Fair Isaac Products granted to Client under any other agreement. The total maintenance fee for the Fair Isaac Products for future years shall be calculated based on the total license fees paid by Client for the Fair Isaac Products under this Agreement and all other agreements.

**3.3 Professional Services Fees.** The professional services are provided on a time and materials basis, plus expenses. All fees and expenses will be invoiced monthly in accordance with the terms set forth in Exhibit B, and Client shall pay such invoices in accordance with the payment terms of this Agreement.

**3.4 Training Fees.** Client agrees to pay the training fees described above upon execution of this Agreement.

**Unless Client signs this Agreement and returns it to Fair Isaac by June 30, 2006, prices and terms are subject to change.**

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## EXHIBIT B

### FAIR ISAAC SOFTWARE SUPPORT AND MAINTENANCE POLICY

#### 1. DEFINITIONS

“**FIC**” means Fair Isaac Corporation and its subsidiaries.

“**Errors**” means persistent malfunctions, inherent within the Software that prevent the Software from operating according to its Documentation.

For software to be installed at locations in North America, Asia, and South America, “**Product Support Hours**” (United States) are 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays observed by FIC in the United States. Support services will be provided from the United States.

For software to be installed at locations in Europe, Middle East, and Africa, “**Product Support Hours**” (U.K.) are 8:30 a.m. to 5:00 p.m. UK Time, Monday through Friday, excluding holidays observed by FIC in the United States. Support services will be provided from the United States.

“**Software**” means the following software product(s) that are licensed by Client:

The Fair Isaac Products listed on Exhibit A.

#### 2. SUPPORT AND MAINTENANCE SERVICES GENERALLY

2.1. Subject to payment of the appropriate Maintenance fees by Client, and compliance by Client with the terms of the applicable license agreement, FIC agrees to provide Client with support and maintenance services for the Software as set forth in this policy.

2.2. FIC provides support and maintenance services for licensed Software during both implementation and production use when operated on supported platforms installed on designated or approved equipment. Support is currently provided in the English language only.

2.3. Subject to Section 5.1.4, maintenance includes any standard Software versions and releases generally made available to FIC’s clients that are current on Maintenance fees. Such versions and releases will be provided to Client pursuant to this policy on a when and if available basis.

#### 3. TECHNICAL SUPPORT

3.1. FIC will make commercially reasonable efforts, during Product Support Hours, to address Client’s questions about the Software, to resolve operating problems that are attributable to the Software, and to resolve verified, reproducible Errors in the Software.

3.2. Client agrees: (a) to set up primary and secondary liaisons who have been trained on the Software; (b) that all support requests will be centralized through the primary and secondary liaisons; (c) to submit support requests to FIC Product Support; (d) to comply with the attached guidelines for submitting support requests; (e) to use commercially reasonable efforts to diagnose and resolve problems in the operation of the Software prior to contacting FIC for support; and (f) to use commercially reasonable efforts to verify that reported problems are due to a malfunction of the Software, and not due to the

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operating system, hardware, data, interfaces, or improper use of the Software, prior to contacting FIC for support.

#### **4. TERM; TERMINATION; REINSTATEMENT**

**4.1.** FIC's support and maintenance obligations under this policy commence upon shipment of the Software and will continue for an initial term of one year. Maintenance fees will be invoiced on an annual basis in advance. For as long as FIC makes maintenance for the Software generally available to all of its customers, the support and maintenance service will automatically renew for consecutive one-year terms unless Client gives FIC 30 days' written notice, prior to the end of the current term, of its intent not to renew. Support and maintenance during renewal terms will be subject to the Support and Maintenance Policy in effect at the time of renewal. Maintenance fees applicable to renewal terms may be increased by FIC, but no such increase may exceed the most recently available annual change in the CPI. "**CPI**" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.

**4.2.** FIC may terminate support and maintenance services under this policy upon 30 days' written notice if Client is in breach under this policy or any license agreement relating to the Software and does not cure the breach within such 30-day period. FIC will have no obligation to resume support and maintenance services following such a termination for cause.

**4.3.** FIC may, at its sole discretion, reinstate lapsed support and maintenance services, in accordance with its then-current policies, upon payment by Client of the applicable reinstatement fee.

#### **5. EXCLUSIONS**

**5.1.** Services outside the scope of this policy are subject to availability of resources and will be charged for separately at FIC's then-current rates for such services. The following services are outside the scope of this policy:

**5.1.1.** Support services provided outside of Product Support Hours.

**5.1.2.** Support service that becomes necessary due to failure of computer hardware, equipment or programs not provided by FIC; negligence of Client or any third party; operator error; improper use of hardware or software (including the Software); any problem or loss not solely attributable to the Software; problems stemming from Client not applying all required maintenance releases; or problems due to unauthorized modification or adaptation of the Software by Client.

**5.1.3.** Development, customization, coding, installation, integration, consulting and training.

**5.1.4.** Optional, separately-priced Software features that may, from time to time, be made available by FIC with new versions or releases of the Software.

**5.1.5.** Notwithstanding the foregoing, in the event FIC professional services are deployed to investigate the origin of an Error that is otherwise not reproducible, and such investigation determines that the Error is inherent in the Software, then such professional services shall not be invoiced to Client.

**5.2** Unless otherwise indicated in the applicable Order Form or license agreement, FIC has no obligation to provide support or maintenance services for other than (a) the current release of the Software and (b) one prior release of the Software, but only for a maximum of one year after release of a subsequent release.

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**6. SEVERITY LEVELS AND RESPONSE TIMES.** Upon Client's report of a problem with the Software, an FIC representative will acknowledge such report by issuing a confirmation to Client, either by phone or email, and FIC will assign a Severity Level to the problem based on the type of issue reported, according to the following schedule:

Severity	Condition	Response Time/Action
1	<b>Production Down Emergency:</b> An Error in the production environment that inhibits all or substantially all of the Software from functioning in accordance with its documentation. A severity "one" problem is both severe and mission-critical.:	Provide (a) a phone response within 1 hour during FIC's Product Support Hours <u>and</u>  (b) an action plan within 4 hours for the development of a patch or a bypass for the Error.  Following the development of the patch or bypass, FIC will notify the Client of inclusion of the patch or a solution in a revision of the Software.  Once identified and logged, FIC will provide all necessary services to resolve a Severity-One condition on a diligent-efforts priority basis seven days per week until that condition has been patched or bypassed.
2	<b>Production Impaired:</b> An Error in the production environment where major functionality of the Software is inhibited, but the Error does not materially disrupt the Client's business	Provide (a) a written or phone response within 4 hours during FIC's Product Support Hours <u>and</u>  (b) an action plan within 2 business days for a bypass for the Error <u>or</u> (c) an action plan within 5 business days for developing a patch for the Error.  Following the development of the patch or bypass, FIC will notify the Client of inclusion of the patch or a solution in a revision of the Software.  The Error will be worked on during Product Support Hours.
3	<b>Production Inhibited:</b> An Error in the production environment where a feature of the Software is inhibited, but the Error does not materially disrupt the Client's business	Provide (a) a written or phone response within one business day <u>and</u>  (b) Consider for correction or inclusion in the next revision of the Software.
4	<b>General Assistance:</b> A "how to" question; an Error that is minor or cosmetic in nature; or an enhancement request to be considered for a future revision of the Software	Provide (a) a written or phone response within 2 business days <u>and</u>  (b) Consider for correction or inclusion in the next revision of the Software.

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### Fair Isaac Product Support Problem Submission Guidelines

We encourage clients to first consult the appropriate documentation for the product they are using (installation guides, reference manuals, user guides, product release notes, etc.). Release notes will typically include contents of the release, installation/license information, known limitations, product support, and compatibility information. Other reference materials should also be consulted as needed for related components such as database management systems, compilers, operating systems, etc. For Fair Isaac products with web-based self-service, visit the support web site to search for known questions, solutions and technical notes.

If you've completed this initial research and are still unable to resolve your problem, the next step is to contact Product Support. The following information is critical to resolving a problem:

- Your client ID (a 4-digit number communicated to you either by your Engagement Manager or during your first contact with Product Support) or license number (if applicable).
- Your phone number and email address
- The name and version of the Fair Isaac software to which the issue pertains. For incidents submitted via email, please be sure to include the **product name** on the subject line of the email.
- The name and version of the operating system and database.
- The environment in which the error is occurring (development, test or production).
- Both a general statement and a detailed description of the problem, including any relevant error messages.
- Frequency with which the condition occurs and at what intervals.
- Can the problem be replicated, and if so, the steps taken to recreate the problem.
- Any changes that may have been made to the environment (for example, maintenance work that may have been performed or any hardware/software changes made to the server, workstation, operating system, or data feed).
- Any changes to the Fair Isaac application, including new configuration or software upgrades.
- Copies of the Fair Isaac product log files, configuration files, and screen prints of errors.

#### Troubleshooting Tips:

- Isolate the problem as precisely as possible using debugging facilities and error logs as appropriate, and try to find a consistent way to reproduce it.
- Whenever possible, modify a Fair Isaac provided example or test case to cause the same problem.
- If the problem is not consistently reproducible, check whether it may be related to insufficient memory, memory leaks, search paths, or files that may be missing from certain directories or the class path.
- Verify that the versions of the database, compilers, operating system, browser, drivers, etc. that are in use are certified and supported by Fair Isaac.
- Identify any other changes that may have occurred in your environment that may have an impact on the Fair Isaac solution (for example, database maintenance, service pack deployment, upgrade of a system component, operating system patches, etc.)
- Try to reproduce the problem on another platform or test system.
- If applicable, try to isolate various components of your solution to simplify the troubleshooting (for example, pull out a subset of rules or code from the bulk of your application). Support can assist you best if we get a small sample of your application to work with. If possible send us a small test case with instructions, so we can run the test case.

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**EXHIBIT C**  
**STATEMENT OF WORK NUMBER ONE**

This Statement of Work Number One (“SOW”) is effective as of the 29th day of June, 2006 (the “Statement of Work Effective Date”) and is issued pursuant to and is subject to the Software License and Services Agreement (“Agreement”) between Fair Isaac Corporation (“Fair Isaac”) and ACE American Insurance Company, (“Client”) dated June 29, 2006. Capitalized terms used herein that are defined in the Agreement shall have the meanings given to such terms in the Agreement.

**1. Description of Services.**

Upon receipt of this SOW signed by a Client authorized representative and scheduling of Fair Isaac staff members by Fair Isaac, Fair Isaac will commence the performance of the following services (“Services”):

- Provide mentoring and expertise in:
  - Assist in designing and building Blaze Rule Projects
  - Assist in designing a Blaze Rules repository
  - Assist in designing an Integration Architecture to the Client’s .Net environment

**2. Deliverables.**

There are no deliverables to be provided by Fair Isaac to Client under this SOW.

**3. Out of Scope Services.**

The following are not in the scope of Services provided. Fair Isaac and Client shall mutually agree in writing upon the addition of any service not specifically itemized in Section 1.

- Non Blaze Advisor system integration and environment services
- RMA Design and Development

**4. Assumptions and Client Obligations.**

The following are assumptions and Client responsibilities upon which Fair Isaac has relied in agreeing to perform the Services. Any deviation from these assumptions, or Client’s failure to meet any of the responsibilities below, may result in additional fees and expenses and/or changes to schedules or Deliverables:

- .NET Blaze Advisor has been previously installed on customer’s computers.
- Fair Isaac will provide the services utilizing its own .NET Blaze Advisor licenses on FIC hardware.
- FIC can not guarantee resource consistency if work is split over more than one week
- FIC requires two weeks notice from the Client to staff each requested site visit
- This will be a joint effort between Fair Isaac and Client. Client will commit 2 fulltime Blaze Advisor trained resources to this project.
- Fair Isaac team members will provide input to the design of the object model that is passed to and from the Blaze Advisor rule services, but Client personnel will be the primary developers of it.
- Client will perform all rules cleansing, if required.
- Client will develop the system, integration, and user acceptance test plans.
- The deployment environment must meet published Blaze Advisor system requirements and any additional requirements related to other required software products or project specific identified requirements established during the design/development phase for this project.

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- Client key users or business analysts will be available as needed to: answer key questions regarding supplied data; participate in JAD (Joint Application Design) sessions; and attend status meetings as requested by Fair Isaac. This is especially critical during the first week of the project.
- Client personnel that can authoritatively speak to the goals, scope and business requirements of the Blaze Advisor functionality required must be available throughout the entire first week of the project. Fair Isaac will schedule meetings and JAD sessions for subsequent weeks during the course of the project and will provide as much notice as possible.
- Client will provide decisions on issues that require resolution within two business days of submittal.
- The Blaze Advisor deployment and test server platforms provided and hosted by Client are sized to the degree required to support the additional rules developed under this SOW.
- No report development is included in Fair Isaac's scope of work.
- Client will make personnel sufficiently available to interact with the Fair Isaac consultant team members for the purposes of delivering the Services under this SOW.
- Client will complete assigned action items and resolve issues and defects by the date required. Issues, defects, and action items that are not resolved by the date required will be escalated to the Client project board based on defined escalation procedures.
- Client is responsible for creating all documentation. Fair Isaac will assist by answering questions and providing clarification when necessary.
- Client agrees to provide Blaze Advisor personnel with safe and reasonable access, working space and facilities, including heat, light, ventilation, electric current and outlets, local telephone extensions, and broadband internet access to Fair Isaac personnel using Fair Isaac laptops while working at Client's site.
- Client will provide the Client Obligations, as set forth herein, in a timely fashion (or as specified) and will use all reasonable efforts to avoid delay.
- Client acknowledges that its Cooperation is essential to performance of the Services, and that Fair Isaac shall not be liable for any deficiency in performing the Services if such deficiency results from Client's failure to provide Cooperation.
- Any changes in Services shall be subject to the procedure outlined in Section 4.5 of the Agreement.
- Client is responsible for all non-Blaze Advisor related activities and will be responsible for milestone completion of these activities; however, Fair Isaac resources can assist in defect/issue resolution for these areas, if needed.
- Fair Isaac personnel are onsite in a capacity to augment Client's staff with competency in Fair Isaac's EDM technologies and services. Fair Isaac personnel will not offer advice, guidance, mentoring, provide assistance, or otherwise consult in disciplines not directly related to Fair Isaac's EDM technologies and services.
- In consideration of the discounted hourly rate set forth below, Client agrees to provide Fair Isaac a minimum of two (2) weeks advance notice of termination for this engagement ("Termination Notice Period").

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## 5. Fees and Payment Terms.

Fair Isaac will provide the Services on a time and materials basis. The schedule of estimated hours and rates are as described below. Fair Isaac agrees that once the fees for Services provided under this SOW reach [REDACTED], or the hours expended reach forty (40), additional Services will not be performed without the prior written consent of the Client. The estimated number of hours set forth below is a non-binding estimate only, it being understood that (i) Fair Isaac does not guarantee that it can complete the Services described in this SOW within such estimated number of hours, (ii) Client will utilize the hours within two site visits to the Client, with a minimum of two days per site visit and, (iii) Fair Isaac will invoice Client on a monthly basis for the actual number of hours services have been performed. Fair Isaac will invoice for the Services on a monthly basis as Services are performed, and Client will pay each invoice in accordance with the payment terms set forth in the Agreement.

### Estimated Fees:

Service Description	Product #	Estimated Hours	Hourly Rate	Estimated Price
Blaze Advisor Mentoring Services and assistance associated with Blaze Advisor	280-OOCN-02	40		

Prices do not include reasonable travel and associated out-of-pocket expenses incurred by Fair Isaac, which will be billed to Client at cost. Client agrees to reimburse Fair Isaac for all such travel-related expenses Fair Isaac incurs in connection with this SOW. Expenses for the Services provided under this SOW shall not exceed [REDACTED] without the prior written consent of Client. Subject to availability at the following two hotels, Fair Isaac agrees that it will book lodging at one of the following locations: Club Quarters Philadelphia, 1628 Chestnut Street, or Sheraton Society Hill Hotel, 1 Dock Street. If rooms are not available for the duration of the stay at either of the two hotels listed above, Fair Isaac shall be allowed to make reservations for other accommodations subject to the per week expense limitation set forth herein.

## 6. Term and Termination.

This SOW becomes effective when the Services are commenced hereunder and will continue until all Services have been performed or hours expended, hereunder. The hours shall be used within six (6) months of the Statement of Work Effective Date. Either party may terminate this SOW for cause if the other party ceases doing business, or otherwise terminates its business operations, or if the other party materially breaches any material provision of this SOW or the Agreement and fails to cure such breach within thirty days of written notice describing the breach.

## 7. Non-Solicitation.

During the term of this SOW and for a period of twelve (12) months following the termination or expiration of this SOW, Client agrees not to solicit for employment any of Fair Isaac's personnel who Client learns of as a result of receiving the Services under this SOW without the prior written consent of Fair Isaac.

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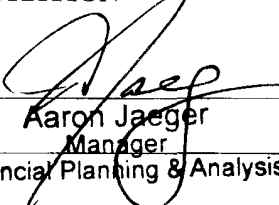
Fair Isaac Software License and Services Agreement – Blaze Advisor		Page 23 of 24
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**8. General.**

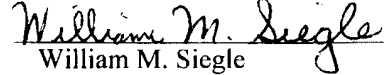
This SOW is subject to the terms and conditions of the Agreement. This SOW, together with the terms of the Agreement, comprise the full and entire understanding and agreement between the parties with regard to the subject matter hereof.

IN WITNESS WHEREOF, Fair Isaac and Client have caused this SOW to be signed in duplicate and delivered by their duly authorized representatives as of the date first set forth above.

**FAIR ISAAC CORPORATION**

By:   
Name: Aaron Jaeger  
Manager  
Title: Financial Planning & Analysis  
Date Signed: 6-30-06

**ACE AMERICAN INSURANCE COMPANY**

By:   
Name: William M. Siegle  
Title: Chief Information Officer  
Date  
Signed: June 30, 2006



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Fair Isaac Software License and Services Agreement – Blaze Advisor		Page 24 of 24
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**INSTRUCTIONS AND CONTACT INFORMATION*****Instructions to Client:***

- Appropriate corporate officer should execute 2 copies of the document.***
- Complete all requested information below:***

**Addresses for Notices:**

	<b>For Client:</b>	<b>For Fair Isaac:</b>
<b>Address:</b>	510 Walnut Street WB 10H	Fair Isaac Corporation Attn: Contracts Administrator 3661 Valley Centre Drive San Diego, CA 92130 Reference Fair Isaac LR # 28536
<b>City/State:</b>	Philadelphia, PA	
<b>Zip/Code:</b>	19106	Fax: 858-523-4450
<b>Country:</b>		
<b>Attention :</b>	Trish Marchesani	
<b>Fax:</b>	215-640-5490	

***Complete Information below if different from above:***

	<b>Return executed contract to Client at:</b>	<b>Send Software to:</b>	<b>Client's Billing Information:</b>
<b>Address:</b>	510 Walnut Street WB 10H	510 Walnut Street	510 Walnut Street
<b>City/State:</b>	Philadelphia, PA	Philadelphia, PA	Philadelphia, PA
<b>Zip/Code:</b>	19106	19106	19106
<b>Attention :</b>	Trish Marchesani	Alfred Chiang	Bernard Ferry
<b>Phone:</b>	215-640-4720	215-640-4684	215-640-4839
<b>Fax (optional):</b>	215-640-5490	215-640-5535	215-640-5535
<b>Email (optional):</b>			

- Return 2 completed and executed copies to:***

Fair Isaac Corporation  
Attn: Contracts Administration  
3661 Valley Centre Drive  
San Diego, CA 92130

If time is of the essence, please fax to:  
858-523-4450

Questions? Call 858-369-8259

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